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ABSTRACT

This contract between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education covers the period between 1987 and 1989. The 14 articles in the contract set forth provisions related to: (1) administration, including recognition of the bargaining unit, status of the contract, and conformity to law; (2) management and association rights; (3) personnel policies related to employee rights, copyrights and patents, academic employee protection, and evaluation; (4) workload, including work schedules and assignments, on-campus requirements, professional development, off-campus assignments, travel, class audits, and contact hours; (5) tenure, including statutory requirements and administrative considerations; (6) dismissal; (7) reduction in force; (8) academic freedom and participation by the faculty in college governance; (9) part-time faculty, including fringe benefits, personnel files, and letters of appointment; (10) personal and professional leaves of absence; (11) grievance procedures; (12) salary schedule; (13) uninterrupted instructional activities; and (14) the duration of the agreement. Information on employee evaluation and salaries is appended. (EJV)

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Contract between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education 1987-89

JC 880 358

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1987-88 Walla Walla

Article XII—Salary Schedule

Section 1. Full-time Salary Schedule

A. Base (1.0000) equals $18,848.

STEP	LANE 1 Less than MA Less than 5 Yr. VC	LANE 2 MA or 5 Yr. VC	LANE 3 MA or 5 Yr. VC + 15 PIU	LANE 4 MA or 5 Yr. VC + 30 PIU	LANE 5 MA or 5 Yr. VC + 45 PIU	LANE 6 MA or 5 Yr. VC + 60 PIU	LANE 7 MA or 5 Yr. VC + 75 PIU*	LANE 8 MA or 5 Yr. VC + 90 PIU*
0	1.0000	1.0349	1.0698	1.1047	1.1396	1.1745	1.2094	1.2443
1	1.0317	1.0666	1.1015	1.1364	1.1713	1.2062	1.2411	1.2760
2	1.0634	1.0983	1.1332	1.1681	1.2030	1.2379	1.2728	1.3077
3	1.0951	1.1300	1.1649	1.1998	1.2347	1.2696	1.3095	1.3394
4	1.1268	1.1617	1.1966	1.2315	1.2664	1.3013	1.3362	1.3711
5	1.1585	1.1934	1.2283	1.2632	1.2981	1.3300	1.3679	1.4028
6	1.1902	1.2251	1.2600	1.2949	1.3298	1.3647	1.3996	1.4345
7	1.2219	1.2568	1.2917	1.3266	1.3615	1.3964	1.4313	1.4662
8	1.2536	1.2885	1.3234	1.3583	1.3932	1.4281	1.4630	1.4979
9	1.2853	1.3202	1.3551	1.3900	1.4249	1.4598	1.4947	1.5296
10	1.3170	1.3519	1.3868	1.4217	1.4566	1.4915	1.5264	1.5613
11	1.3487	1.3836	1.4185	1.4534	1.4883	1.5232	1.5581	1.5930
12	1.3804	1.4153	1.4502	1.4851	1.5200	1.5549	1.5898	1.6247
13		1.4470	1.4819	1.5168	1.5517	1.5866	1.6215	1.6564
14		1.4787	1.5136	1.5485	1.5834	1.6183	1.6532	1.6881
15			1.5453	1.5802	1.6151	1.6500	1.6849	1.7198
16					1.6468	1.6817	1.7166	1.7515

*Stipend for Earned Doctorate = .0349 of base

Section 2. New employees shall be placed on the appropriate lane and shall receive step credit on the basis of one-for-one teaching experience and two-for-one work experience. Part-time teaching experience at Walla Walla Community College and other accredited colleges and universities will be prorated for salary placement purposes. Military experience will be credited in the same manner as other experience when it is documented as being relevant to the employee's professional field. Any military service which interrupted a teaching career may be included up to a limit of four years. The Association will be informed of all new placements. In the event exceptional placements are required for competitive purposes, the Association will be consulted before a final placement decision is made.

Section 3. Advancement on the salary schedule is contingent upon receiving a satisfactory performance evaluation.

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Contract
between the
Board of Trustees of Community College
District No. 20
and the
Walla Walla Community College
Association for Higher Education
1987-89

Preamble

This Contract is made and entered into by and between the Board of Trustees of Community College District No. 20, hereinafter called the "Employer" or "District," and the Walla Walla Community College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association." The terms "District" and "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

Article I—Administration

Section 1. Recognition. The Employer recognizes the Association as the bargaining representative for all Academic employees employed by the District for the purposes of exercising all rights accorded the Association by State Law and the terms and conditions of this Contract.

"Academic employee," hereinafter referred to as "employees," shall mean any instructor, counselor or librarian employed by the District.

The following administrative or exempt positions are hereby excluded from the bargaining unit:

President
Dean of Instruction
Business Manager
Director of Occupational Education
Registrar/Director of Admissions
Director of Continuing Education
WSP Director
WSP Coordinator
Director of Library Services
Student Activities Coordinator
Continuing Education Nursing Coordinator
Administrative Assistant to President/ Personnel Director
Dean of Student Services
Director of Plant Facilities
Director of Student Development Center
Clarkston Branch Coordinator
Academic Education/MIS Coordinator
Developmental Education Coordinator
Community Relations Coordinator
Institutional Development Officer

In the event additional administrative or exempt positions are created by the Employer during the duration of this Contract, such classifications which are substantially similar to those above shall also be exempt from such recognition or inclusion.

Excluded from the bargaining unit are all employees of the District who do not meet the definition of "academic employee" as defined herein. Should a question arise whether an exempt position is included or excluded from the bargaining unit, the Board or its designee shall meet with the Association and attempt to resolve the difference. Appeal may be taken by either party pursuant to the Public Employment Relations Commission rules.

Section 2. Status of the Contract.

A. This Contract shall supersede any rules, regulations, policy, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms to the extent that it is contrary to or inconsistent.

B. All items agreed upon during negotiations and reduced to writing are final and binding on both parties for the duration of this Contract and may be modified during the life of this Contract, only by mutual consent of both parties. Requests to negotiate additional terms to this Contract during its duration shall also require mutual agreement. Existing policies, rules, regulations, procedures or practices not in conflict with this Contract may remain in full force and effect at the discretion of the Board.

C. Unless specifically stated, nothing in this Contract shall be interpreted or applied to reduce current individual salary rates. Changes in policies or conditions which are negotiable under RCW 28B.52.030, but are not a part of this Contract, may be adopted by the Board provided the Association is notified of the proposed changes. The Association shall be notified in writing of the proposed changes at least 10 days prior to first-reading.

D. Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall include both the masculine and the feminine.

Section 3. Conformity to Law. Any provision of this Contract which may be adjudged by a court of competent jurisdiction to be in conflict with any Federal law or State law or regulation of the Washington State Board present or subsequent shall become inoperative to the extent or duration of such conflict. Since it is not the intent of either party here to violate such laws, it is agreed in the event of a conflict between any provisions of this Contract and such Federal or State law or regulation of the Washington State Board the remainder of this Contract shall remain in full force and effect. The parties agree to meet for the purpose of negotiating substitute provisions within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

Section 4. Distribution of the Contract. Within thirty (30) days following ratification of this Contract, the District shall print and distribute to all contracted full-time and part-time employees copies of the complete Contract. Full-time employees new to the District shall be provided a copy of the Contract by the District upon issuance of their individual contract and such Contract shall be available to all applicants for all full-time and part-time academic employee positions. The Association agrees to contribute one-half (½) the cost of materials and supplies utilized in printing and distributing the Contract.

Section 5. Contracting Out. The Board will bargain with the Association concerning the effects of any proposed subcontracting of work customarily performed by academic employees.

Article II—Management & Association Rights

Section 1. Management Rights. All management and decision-making responsibility for the District is vested exclusively with the Employer. The management and decision-making rights shall be limited only by the express terms of this Contract. All matters not specifically and expressly covered by the language of this Contract may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

Section 2. Association Rights.

A. Any representative of the Association who is mutually scheduled by the parties to participate during instruction or non-instruction periods in Employer/employee conferences shall suffer no loss of pay.

B. The Employer shall furnish the Association, upon request, information required to perform its representation functions. Special requests for information, in addition to those items indicated above, shall be furnished to the Association in accordance with the adopted Board policy on dissemination of public information.

C. Association meetings or Association committee meetings when scheduled shall not interrupt classroom assignments or scheduled office hours for those individuals involved. General membership meetings of the Association shall be scheduled through Plant Facilities and follow the regulations and procedures for use of campus facilities and equipment. No charge shall be made for the Association's use of district rooms.

D. The Association and its affiliates shall have the right to post notices of their activities and matters of Association concerns on college bulletin boards. The Association and its affiliates shall have the right to use the internal college mail service and employee mailboxes for communication with academic employees.

E. The Association shall receive within the first month of each academic year the names, home addresses, telephone numbers (if public information), and assigned work locations of all members of the bargaining unit.

F. Association representatives shall have reasonable access during normal college hours to all buildings in which members of the bargaining unit work, provided that such access does not disrupt the learning process and advanced notification is given to the office of the President.

G. Release time will be provided the Association President and/or Association representative(s) to conduct Association business if prior approval is received from the President or his designee.

Section 3. Payroll Deductions.

A. **Membership Dues.**

1. The Association and its affiliates have the right of automatic payroll deduction of membership dues, assessments and fees for academic employees.
2. The Association shall provide an automatic payroll authorization form to each academic employee. Employees shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the academic year. Once an academic employee has signed the automatic payroll authorization, dues deduction shall be continuous thereafter from year to year unless revoked in accordance with sub-paragraph (4) of this Section.
3. The Association shall submit the automatic payroll authorization to the business office for processing. A table of prorated annual dues, assessments and fees shall be supplied to the business office by the Association to determine monthly dues deduction.
4. The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of dues deduction until the end of the dues period on June 30 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made by an academic employee in writing to the Association with a copy to the business office between the beginning of the academic year and October 1 and shall become effective at that time.
5. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

B. **Other Deduction.** The District shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for all voluntary deductions approved by the State Board and the District Board of Trustees. Termination of deductions shall not occur without a ten (10) day prior notification to the employee.

Article III—Personnel

Section 1. Employee Rights.

A. **Individual Rights.** Academic employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of academic employees due to race, creed, color, marital status, sex, age, national origin, political activity or lack thereof.

Nothing herein shall be construed to deny or restrict to any academic employee such rights as he/she may have under State or Federal laws or other applicable laws and regulations.

B. **Safe Working Conditions.** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being or the health, safety or well-being of students as determined by Washington State Industrial Safety and Health Act. Both parties agree to abide by the terms of the Washington Industrial Safety and Health Act.

C. **Right to Due Process.** No employee shall be reprimanded, disciplined or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the employee. An employee shall have the right to have one Association representative of his/her choice present at any meeting wherein the employee believes he/she may be reprimanded, disciplined or denied rights available under this Contract. Nothing herein shall be construed to preclude the Dean or other appropriate administrative person from attempting to resolve problems with an employee in confidence.

Matters relating to tenure, dismissal and layoff shall be covered in Articles V, VI and VII respectively and such instances shall not be covered by this subsection.

D. **Right to Join and Support the Association.** The Employer will not interfere with the legal right of faculty employees to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

Section 2 Copyrights and Patents.

A. The ownership of any materials, processes or inventions developed solely by an employee's individual effort, research and expense shall vest in the employee and be copyrighted or patented, if at all, in his/her name.

B. The ownership of materials, processes or inventions produced solely for the District and at District expense shall vest in the District and be copyrighted or patented, if at all, in its name.

C. In those instances where materials, processes or inventions are produced by an employee with District support by way of use of significant personnel, time, facilities or other District resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the District.

Section 3. Academic Employee Protection.

A. Any academic employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall immediately notify the appropriate administrator. The administrator shall notify the President of the incident and take immediate steps in cooperation with the employee to provide every reasonable means of protection.

B. Legal Protection

The Board agrees to save employees harmless and defend from any financial loss including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employees within or without the District, provided such employee, at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the Board, as provided below.

1. As provided for in RCW 28B.10.184 whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an employee arising out of the performance or failure of performance of duties for the College, within or without the District facilities, the Board of Trustees shall grant a request by an employee that the Attorney General be authorized to defend such action, claim, demand, suit, criminal proceeding, and the cost of defense of such action shall be paid from the appropriation made for the support of the District provided that the Board has made a finding and determination by resolution that the employee was acting in good faith. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.
2. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim, or proceeding shall be paid from the State's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

C. The Employer shall adopt policies, rules and procedures as it may deem appropriate to correct safety and health hazards and deficiencies relating to District property, activities and operations.

D. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of employment, the employee may utilize his/her sick leave to compensate for the difference in the amount of state compensation for his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his/her total salary. All benefits such as retirement, social security, sick leave and salary placement shall be maintained by the District.

Section 4. Evaluation. All employees shall be evaluated by the appropriate administrator at least once a contract year utilizing the evaluation instrument in Appendix A. Each employee shall conference with his/her evaluator during which time the conditions of the evaluation since the preceding evaluation shall be recorded in written form for the employee's personnel file, and a duplicate copy given and signed by both parties. The signature of the employee does not in any manner signify agreement or waiver of any rights or courses of remedy.

Section 5. Professional Meetings. The Dean of Instruction may approve participation with pay to employees to attend conferences, workshops, and conventions if such meetings are for curriculum and/or improvement of instruction. Personal and transportation expenses incurred by the attendance of such meeting will be reimbursed, as prior approved, upon submission of an itemized voucher of expenses.

If budget considerations do not allow an employee to attend a meeting as outlined above, the employee may request to attend and assume that portion of the costs not approved for reimbursement by the District.

Employees shall submit a professional development form or a written report of such meetings.

Attendance at a mandatory meeting on a noncontractual day shall be compensated at the daily rate of pay or fraction thereof if agreed to by the faculty member and Dean of Instruction.

Section 6. Personnel Files. Employees shall have the right to inspect all contents of their personnel files kept by the college. Each employee shall have the right, upon request, to review the contents of their personnel file. A copy of any material to be placed in an employee's personnel file shall be given to the employee at the time.

The employee shall have the right to attach a full and complete rebuttal statement to any derogatory material placed in his/her file. Material may be expunged from the file upon mutual agreement of the employee and the appropriate dean. Nothing herein shall preclude the District from maintaining payroll and related administrative records outside of an individual employee's personnel file.

Walla Walla

Article IV—Workload

Section 1. The annual contract for full-time employees shall be 176 days. The Association shall be notified of the annual academic calendar prior to the final adoption of the calendar by the Board of Trustees.

Section 2. Employee work assignments, including time and locations, shall be the responsibility of the Dean of Instruction or his designee; provided, however, reassignment to Washington State Penitentiary shall be on a voluntary basis.

Section 3. The on-campus requirement for instructional and counseling employees shall be thirty-five (35) hours per week. The on-campus requirement for library employees shall be forty (40) hours per week.

Section 4. Full-time teaching loads for instructional employees shall be as follows:

Mode of Instruction	Contact Hours per Week
1. General lecture	15
2. Lecture/lab (e.g., Science, P.E., Drama, Art, Office Occupations)	20
3. Shop assumes at least one (1) lecture hour per day, Learning Skills Center	30
4. Special programs, non-traditional, clinical and labs (e.g., AVT) Math Lab	35

In implementing the above, the following conditions shall apply:

A. An employee in two or more modes of instruction will have workload calculated on percent of load for each mode of instruction.

B. Loads shall be compiled on an annual basis. No quarterly assignment shall exceed the established normal weekly contact hours by more than five (5) weekly contact hours without agreement of the employee. The annual load shall be three (3) times the weekly contact hours.

C. Exceptions can be made to the twenty (20) contact hour requirement for the lecture/lab where configuration of 3, 4, and 5 credit assignments result in less than twenty (20) contact hours per week.

D. Full-day assignments in excess of the annual contract shall be compensated at the daily rate; overload, moonlight, and part-time teaching will be compensated at the hourly rate.

E. Employees in modes 1 & 2 shall post and maintain at least one (1) office hour per day. Office hours shall be assumed as part of the load in modes 3 & 4.

F. Assignments may be distributed between day and evening classes if a full load cannot be arranged during the day or if the employee prefers an evening assignment. In any event, a split assignment involving morning, afternoon and evening classes will be avoided without the consent of the employee.

Section 5. Work Schedule. If scheduled classes do not have sufficient enrollment to warrant continuation, the class will be cancelled and the employee will be assigned to another class(es) tentatively scheduled to be taught by an hourly employee. Evening classes will be assigned to fill a full-time employee's schedule only when no hourly-instructed day classes exist. Counselors and librarians will be assigned day-evening assignments when the appropriate dean deems such assignment advisable to better serve students. If other teaching or non-teaching instructional assignments are not available, the instructor's salary will be reduced to reflect the reduction in workload.

Instructors employed at Washington State Penitentiary shall not be assigned non-educational responsibilities.

Section 6. Faculty Authority. A faculty member at Washington State Penitentiary shall have authority to remove or deny admittance of any student who is deemed to be a threat to the safety of the faculty member and/or students. Such requirement shall be in accordance with the Agreement between the College and the Department of Corrections.

Section 7. Syllabi Requirements. Each instructor shall turn in a syllabus to the Dean of Instruction by the end of the second week of the quarter in which the course is taught. The syllabus shall have sufficient clarity and depth to provide a comprehensive yet detailed chronological description of the course.

Section 8. Off-Campus Assignments. All employees assigned to off-campus locations (employees supervising co-op programs, Small Business Management, etc.) shall file with their supervisor a weekly work plan. Employees shall keep their supervisors informed of their itinerary so they can be contacted as needed.

Section 9. Travel. Employees shall be reimbursed for travel expenses upon prior approval of the Dean of Instruction and submission of a report regarding the meeting attended. Reimbursement shall be in accordance with applicable statutory requirements. Employees assigned at more than one location within the district shall be reimbursed for mileage between work sites which exceed commute distance to the primary work site.

Section 10. Multiple Sections of Courses. All courses with multiple sections (i.e., English Composition 101, 102, Psychology 101) will have common performance standards and all instructors will coordinate textbook selection with their supervisor.

Section 11. Professional Development. Each full-time employee will develop and implement an educational program to remain current in his/her teaching specialty and to improve preparation, organization, and presentation. The Professional Development Plan will include at least fifteen (15) quarter hours or equivalent over a five-year (5) period. This program may include course work, work in industry or other non-traditional experiences, and must receive prior approval from the supervisor. Professional Improvement Units earned on the employee's time with related costs paid for by the instructor shall be allowable for salary advancement. All units earned during regular working hours and/or paid for by the college may be allowable for salary advancement purposes for employees assigned four (4) quarters in a year. For employees assigned less than four quarters, units earned during regular working hours and/or paid for by the college may be allowable for salary advancement if prior approval is received from the Dean of Instruction. The District shall make every effort to offer a three (3) credit course each year. The primary purpose of the Professional Development Committee is to develop a Professional Development Program designed to assist instructors in improving their educational competence. Specific duties of the committee are outlined in Section 5.05.00 of the Faculty Handbook. One important function is to recommend policies and procedures for the Professional Development Program to the President and subject to approval of the Association. The committee is composed of three (3) faculty members selected by the Association, a student selected by the Associated Student Body, Dean of Instruction, Academic Coordinator, and Vocational Director.

Section 12. Class Audit and Enrollment. Any full-time employee may attend classes on a credit or audit basis at Walla Walla Community College without payment of tuition or operating service and activity fees except a five dollar ($5) registration fee. Such enrollment, not to exceed one (1) per quarter taken during the employee's regular work day, shall be approved by the appropriate dean.

Section 13. Insurance Plans and Related Benefits.

A. The Employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each eligible employee. Employees shall have the opportunity to self-pay such contributions during official leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the employee. Such premiums shall be paid during summer months for full-time employees who are returning to work for the subsequent academic year.

B. The Employer shall make available retirement options as provided by statute.

C. The Employer will provide, as provided by law, Washington State Unemployment benefits.

Section 14. Individual Contracts.

A. The Employer shall provide such contracts to each full-time employee prior to the end of Spring Quarter of the preceding academic year. Personnel employed in programs contingent upon contracted funds shall be given a letter of intent relative to continuation of the program in lieu of a contract. In such cases personnel contracts must be issued by June 30. Certified mail shall be used in instances where an employee is on leave at the time contracts are issued provided the employee has left a forwarding address prior to commencement of leave.

B. Each full-time employee who intends to return to employment in his/her respective appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than fourteen (14) days after its issuance. Failure to return a contract on a timely basis shall mean such individual employee does not intend to return to their faculty appointment and no longer desires to be employed by the District.

Section 15. Payment.

A. Salary payment shall occur within the contract year as selected from options available to the employee. (see Appendix B). Overload or moonlight pay shall be by separate check.

B. Checks shall be issued to the employee semimonthly (regular pay) or by the last college business day of each month (overload or moonlight) or as directed by the legislature or Governor.

Article V—Tenure

Section 1. A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: RCW 28B.50.850; 28B.50.851; 28B.50.852; 28B.50.855; 28B.50.856; 28B.50.857; 28B.50.860; 28B.50.867; 28B.50.869; and 28B.50.870.

Section 2. In administering the provision of Section 1 above, the following conditions shall apply:

A. Composition of Review Committee

1. One (1) review committee shall be established and shall include both the transfer division and occupation division. At least two (2) committee members shall be chosen from the transfer division and at least two (2) committee members from the occupation division.
2. The review committee shall be composed of seven (7) persons, four (4) of whom shall consist of tenured faculty appointees, chosen by the faculty, acting in a body, prior to October 15 of each regular college year; and additionally the review committee shall consist of one (1) student selected by the Student Council of the Associated Student Body prior to October 15 of each regular college year; and two (2) administrative appointees chosen by the President prior to October 15 of each regular college year. The review committee shall choose its own chairperson and such review committee shall meet at the call of the chairperson when the need for such meeting arises.
3. The duration of each faculty appointment and each administrative appointment to the review committee shall be for a period of two (2) calendar years beginning on the 15th day of October of the year of appointment; the student appointment shall be for a period of one (1) calendar year, beginning on the 15th day of October of the year of appointment.

   If a vacancy exists upon any review committee prior to the expiration of any such appointment, an administrative, faculty or student member as appropriate shall be appointed pursuant to Article V Sec. 2A (2) on page 10 to fill the unexpired term of the absent member of such review committee.

B. Duties of Review Committee.

1. The President shall on the 15th day of October of each regular college year assign each full-time probationary faculty appointee to the review committee for such committee's evaluation and required recommendations.

2. The review committee shall establish and publish in the faculty handbook its method of evaluating performance of each full-time probationary faculty appointee in considering whether the probationary appointee possesses personal characteristics and the necessary professional competence to be granted tenure, placing primary importance upon the probationer's effectiveness in his/her appointment.
3. The review committee shall consider the following standards in the course of evaluating the effectiveness of each full-time probationer's effectiveness in his/her appointment:
   a. Initial employment is the first favorable indication that the probationer should be permanently employed.
   b. The probationer's instructional skills.
   c. The probationer's relationship with students.
   d. The probationer's relationship with the academic employees.
   e. The probationer's relationship with the administration.
   f. The probationer's knowledge of the subject matter he/she is charged with teaching.
   g. The probationer's professional development activities.
   h. Any other relevant information which the probationary employee deems appropriate may be presented.

C. Required Review Committee Action.

1. The review committee shall be required to conduct an evaluation of each full-time probationary faculty appointee assigned to the committee by the President and render the following reports to the President, the probationary faculty appointee and through the President to the appointing authority at the following times during the regular college year:
   a. A written evaluation of each full-time probationary faculty appointee's performance and the subsequent submission of such written evaluation of the performance directed to the said probationer and the President on December 20 and again at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees of each regular college year that said probationer is not a tenured faculty appointee. The review committee shall obtain such appointee's written acknowledgment of receipt of the written performance evaluation each time such evaluation is rendered.
   b. A written recommendation concerning the employment or non-employment for each full-time probationary faculty appointee for the ensuing regular college year directed to the appointing authority through the President at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees.
   c. A written recommendation directed through the President to the appointing authority recommending the appointing authority award or not award tenure, such written recommendations to be submitted at times deemed appropriate by the review committee; provided, that during such full-time probationary faculty appointee's third (3rd) regular college year of appointment, the review committee shall, at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees of such regular college year, make such a recommendation as to the award or non-award of tenure. If the review committee does not make the written recommendation as to the award or non-award of tenure by at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees of the regular college year for each full-time probationary faculty appointee who is then serving his/her third (3rd) consecutive year of full-time appointment, it shall be deemed as recommendation that tenure not be awarded to such appointee.
2. The appointing authority shall only be required to give reasonable consideration to an award of tenure recommendation of the review committee but shall not be bound by such recommendation provided reasonable consideration to such recommendation resulting from (1) (b) has been given.

D. The regular college year in all instances shall be deemed to begin with the first (1st) Fall Quarter regardless of the quarter in which the probationer begins employment.

Section 3. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts of probationary employees shall not be subject to the grievance procedure of this Agreement.

Article VI—Dismissal

Section 1. Sufficient Cause. Tenured employees shall not be dismissed or laid off except for sufficient cause nor shall a probationary employee be dismissed or laid off prior to the written terms of an appointment except for sufficient cause.

Sufficient cause for dismissal shall include, but not be limited to, the following enumerated grounds:

A. Aiding and abetting or participating in:

1. Any unlawful act of violence.
2. Any unlawful act resulting in destruction of Community College property.
3. Any unlawful interference with the orderly conduct of the educational process.

B. Incompetency.

C. Failure to perform an assignment as specified by contract.

D. Lay-off or reduction-in-force.

Section 2. Dismissal Review Committee. A Dismissal Review Committee comprised for the express purpose of hearing dismissal cases shall be formulated by October 15 and shall be comprised of the following members:

A. An administrator chosen by the College President.

B. Three (3) employees chosen by the employees acting in a body; provided that the initial Dismissal Review Committee employees shall serve a one-year (1), two-year (2), and three-year (3) term, respectively. All subsequent elections to this committee by employees shall be limited to an election of a member to a three-year (3) term so that all future elections of an employee to this committee shall be accomplished on a staggered-term basis.

C. A full-time student chosen by the Associated Student Body.

Section 3. Charges.

A. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing after not less than ten (10) days' written notice. The written notice shall include:

1. A statement of the time, place, and nature of the proceeding;
2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
3. A reference to the particular rules of the District involved;
4. A statement of the charges and allegations.

Copies of such notice will go to the appropriate Dean, the Chairperson of the Dismissal Review Committee, and the President of the Association.

Section 4. Hearing Procedure for Dismissal.

A. The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the President of the college within seven (7) days, the President will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond

within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

Furthermore, a timely written request for a hearing within the above ten-day (10) period is deemed jurisdictional.

B. Such formal hearing shall be held in accordance with, and in full compliance with, RCW 28B.19.120; 28B.19.130, and 28B.19.140. Provided, however, implementation of RCW 28B.19.120 shall always involve a hearing officer appointed by the District.

C. Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington Attorney General's Office or an employee or Board of Trustees member of any Washington community college. The Association shall be consulted prior to the appointment of the hearing officer but final selection shall rest with the Board.

D. Consideration by the Dismissal Review Committee.

1. The designated hearing officer shall conduct a formal hearing pursuant to RCW 28B.19.120, 130 and 140 as now or hereafter amended. The Dismissal Review Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.
2. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.
3. The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously transmit a recommendation to the Board of Trustees.
4. The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.

E. Consistent with RCW 28B.50.864, appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with RCW 28B.19.150 and shall not be grievable under the terms of this Contract. Provided, however, upon written mutual agreement of the employee and the District (which includes a waiver either may have to statutory rights) binding arbitration may be utilized in lieu of the procedure outlined in B, C, and D herein. Such agreement must be reached prior to the implementation of D (1) above.

Article VII—Reduction-in-Force

Section 1. Termination of Faculty Appointments. The appointing authority shall be deemed to have the authority to terminate the contract of any tenured employee or probationary employee because of Reduction-in-Force. Sufficient cause for Reduction-in-Force shall mean either of the following:

1. Elimination or reduction of financing or the elimination or reduction of program.
2. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, Chapter 13, Section 1 under the following conditions:
   a. reduction of allotments by the governor pursuant to RCW 43.88.110(2), or
   b. reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this Reduction-in-Force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 2. Lay-Off Units.

A. The District Lay-Off Units, each of which may consist of one (1) or more programs, for the purpose of Reduction-in-Force, will be:

Main Campus

1. Anatomy & Physiology
2. Anthropology & Archaeology
3. Art
4. Astronomy
5. Biology
6. Chemistry
7. Criminal Justice
8. Drama & Speech
9. Economics
10. Health & Physical Education
11. History
12. Humanities (HUM. courses)
13. Language/Literature
14. Math
15. Philosophy
16. Physics
17. Political Science
18. Psychology
19. Recreation
20. Sociology
21. Developmental Education
22. Nursing Program
23. Business and Mid-Management
24. Office Occupations
25. Small Business Management
26. Adult Farm Management
27. Production Agriculture
28. Farrier
29. Irrigation Technology
30. Agricultural Mechanics
31. Agri-Business
32. Civil Engineering Technology
33. Auto Mechanics
34. Auto Body Repair
35. Machine Shop Technology
36. Industrial Maintenance Technology
37. Welding
38. Carpentry
39. Cosmetology
40. Family & Consumer Studies
41. Counseling
42. Library
43. Respiratory Therapy

Washington State Penitentiary

44. Auto Body
45. Welding
46. Upholstery
47. Custodial Services
48. Barbering
49. Auto Mechanics
50. Drafting/Engineering Technology
51. General Maintenance Technology
52. Academic/General Education
53. Developmental Education
54. Business and Commerce
55. Counseling

Clarkston

56. Family and Consumer Studies
57. Nursing (Health Occupations)
58. Business and Commerce

The District reserves the right to add layoff units in accordance with program adoption with the mutual agreement of the Association.

B. Full-time employees shall be assigned to one (1) lay-off unit. Assignments to lay-off units shall be published by November 1 of each year. Disputes regarding such lay-off assignments shall be resolved through initiation of a grievance at Step Two and expedited arbitration if required. Employees previously assigned to a second lay-off unit prior to June 1987 shall retain their assignment to such unit.

Section 3. Seniority.

A. **Definition.** Seniority shall be based on the number of years of employment beginning with the date of the signing of the first (1st) full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leave of absence, sabbaticals, and faculty members employed by the District prior to July 1967. The person with the highest number of qualifying years shall be the most senior; in the case of ties, seniority shall be determined in the following order:

1. First (1st) date of the signature of a letter of intent to accept employment or first (1st) date of signature of an Employment Contract, whichever is earlier.
2. First (1st) date of application for employment.

B. **Faculty/Administrative Appointment.** In the event non-bargaining unit members assume bargaining unit status, continuous service with the District shall be included in making the appropriate seniority determination required in A above. An exception is that tenured faculty who assume administrative exempt appointments subsequent to the approval of this contract will not be entitled to count years of administrative experience when determining seniority.

Section 4. Implementation of Reduction-in-Force.

A. **Order of Reduction.** If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority.

Prior to the laying off of any academic employee within an affected unit, the following actions will first be taken, provided there are qualified academic employees to perform and fulfill the requirements of the academic employee position vacated by the below-mentioned resignation, retirement or leave of absence:

1. Normal academic employee resignations in same unit will not be replaced.
2. Voluntary academic employee retirements from same unit will not be replaced.
3. Normal and regular academic employee leaves from same unit will not be replaced for the duration of the time that such leave is applicable.
4. Vacant positions within the same lay-off unit will be filled from within.

B. **Notification of Lay-Off.** When the President determines that a Reduction-in-Force is necessary and has selected the affected employees to be reduced, the initial step shall be for the President to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding for purposes of RCW 28.B.19. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc. Subsequent steps in the procedure for Reduction-in-Force are specified in Article VI, Section 4, Hearing Procedure for Dismissal.

In the event that the Reduction-in-Force is because of financial emergency pursuant to Section 1 (2) above, the following conditions shall apply:

1. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, the notice shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Section 1 (2) above. The notice must also indicate the effective date of separation from service.
2. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, at the time of a faculty member's or members' request for formal hearing said faculty member's or members' may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, That where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force such faculty members requesting

hearing must act collectively in making such request: PROVIDED FURTHER, That costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

3. In the case of reduction-in-force for reasons set forth in Section 1 (2) above, the hearing shall be consolidated; only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
4. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued; (b) the only issue to be determine shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further tenure review committee action.
5. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

Section 5. Appeal Rights.

A. An employee, upon receipt of the President's letter of intent to recommend lay-off, shall be afforded appeal rights defined in Article VI, Section 4; provided, however, that if any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected and provided further that arguments in the formal hearing process shall be limited to data and reasons for the selection of the individual selected for lay-off.

B. All matters regarding Reduction-in-Force shall be consolidated into a single Dismissal Review Committee hearing.

C. Except in extraordinary circumstances, the effective date of the Reduction-in-Force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

Section 6. Recall Rights.

Employees who have been laid off as a result of this Article shall have the right to be recalled. Recall shall be in reverse order of lay-off by lay-off unit to an employee position, either a newly-created or vacant full-time position, provided the employee is qualified to perform the needed duties of such position. The period of recall shall extend three years after the effective date of lay-off.

Section 7. Special Provisions.

A. Upon the request of a faculty member laid off for reasons of this Article; the College President shall write a letter to other institutions of the Northwest stating: (1) the reason of said lay-off; (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.

B. Upon mutual agreement between the faculty member and the District, appeal rights outlined in this Agreement may be waived in favor of final and binding arbitration, pursuant to Article VI, Section 4E.

C. Except as specifically stated herein, the grievance procedure of this Contract shall not be applicable to this Article.

D. In the event an employee does not exercise appeal rights in Article VI, Section 4, such employee shall be guaranteed a cashout payment equivalent to fifty (50) contract days of pay. If a faculty member is recalled for the subsequent quarter, this guaranteed cashout payment will be forfeited.

E. Annually contracted employees upon recall shall retain all previously accrued benefits such as sick leave. No District benefits shall accrue or be granted to an individual while on lay-off status. Benefits may be transferred and/or self-paid to the extent permitted by law.

Article VIII—Academic Freedom and Participation by Faculty in College Governance

Section 1. Academic Freedom. Each employee is entitled to freedom in the classroom in the discussion and presentation of the subject he teaches.

Section 2. Participation in College Governance. The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many of the decisions which the Employer must make from time to time. It is agreed that procedures shall be maintained which allow appropriate input of the considered judgment of the faculty. An Association representative will sit on the College Council or its equivalent.

Article IX—Part-Time Faculty

Section 1. Fringe Benefits. Part-time employees shall receive health insurance benefits in accordance with SEIB rules and regulations. Half-time for such purposes shall mean one half of the established contract hours plus office hours as defined herein.

Section 2. Personnel Files. Part-time academic employees shall have all rights pertaining to personnel files as defined in this Contract.

Section 3. Letters of Appointment.

A. All part-time and temporary educational employees will be issued Teaching Assignments Forms and employed by an Employment Contract both of which shall stipulate the course(s) to be taught, the number of sessions to be held, the total hours to be completed, their placement on the salary schedule, the individual's gross salary, the method of payment, and the duration of the Employment Contract.

B. All Teaching Assignment Forms and Employment Contracts that are issued shall be consistent with the terms and provisions of this Contract and this Contract shall be controlling should there be any inconsistencies.

Section 4. Salary Payment. All part-time and temporary education employees shall be paid by one (1) of the following methods:

A. Payment on the last working day of the month or as determined by the legislature or Governor.

B. Contracted employees with additional assignments will receive a separate payment via supplemental payroll.

Section 5. In instances where the District requires a part-time instructional employee to perform responsibilities similar to a full-time employee, e.g. office hours, faculty meetings, etc., compensation shall be based upon full-time salary schedule prorated to reflect percentage of load. In all other instances, compensation shall be based upon the part-time hourly rate. Office hours are available for part-time instructors employed at least 40% of load upon approval of the instructional supervisor and Dean of Instruction. Compensation will be at the professional non-teaching and teacher assistant in instructional or systems lab rate.

Section 6. Part-time contracted employees compensated on the full-time schedule shall receive illness, injury, emergency and bereavement leave on a pro rata basis. Such leave shall be non-compensable for sick leave buy-out purposes.

Article X—Leaves

Section 1. Application and Accounting for Absence and Benefits, Obligations and Reimbursement. All applications and accounting for absences will be the mutual responsibility of the individual employee and the administration, the processing of which will follow administrative channels to ensure maximum accountability and accurate personal record keeping.

This section shall apply to all leaves of absence. In no instance shall a leave of absence be granted for a period in excess of one (1) calendar year, except for military service during a period of national emergency. Leave of absence for a period of less than one (1) day may be taken by employees in hourly increments.

Applications for leave of absence shall be made on an appropriate form provided by the District. Applications shall require approval one (1) week in advance of the anticipated absence. Exceptions to this requirement shall be absences which are impossible to anticipate such as bereavement, personal illness, injury or emergency. In such cases, the employee shall notify the appropriate supervisor at least one (1) hour prior to his/her first (1st) working assignment.

All employee benefits shall continue during the period of any paid leave.

Section 2. Leaves.

A. **Leave for Illness, Injury, Bereavement and Emergencies**

1. **Definition.** Hereinafter, for purposes of discussion and common terminology, leave of illness, injury, bereavement and emergencies will be referred to as "sick leave."
2. **Accrual.** For academic employees under contract to be employed, or otherwise employed, for at least three quarters, twelve (12) days per year, commencing with the first (1st) day on which work is to be performed.
3. **Accumulation.** Such unused entitlement will be accumulated after the first three-quarter period of employment and after each subsequent three-quarter period of employment.
4. **Prior Accumulation.** Sick leave heretofore accumulated shall be retained and added to each preceding year's accumulation.
5. **Transferability.** Sick leave accumulated under this section shall be transferred from one (1) community college district or community college to another, to the State Board for Community College Education, the Superintendent of Public Instruction, to any educational service district, to any school district, or to any other institution of higher learning of the state.
6. **Reinstatement.** Leave accumulated by an employee in the District prior to leaving the District may, under this Contract, be granted to such person when he/she returns to the employment of the District.
7. **Use of Sick Leave.** Sick leave may be used by an employee up to the amount of the combined annual accrual and total accumulation under the following conditions:
   a. Because of and during illness or injury which has incapacitated the employee from performing his/her duties.
   b. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
   c. Up to five (5) days for bereavement or because of emergencies due to serious illness or death in the immediate family that require the assistance of the employee in circumstances arising from the care of the patient or arrangements for the deceased, per occurrence. Immediate family shall be defined as follows: Spouse, child, stepchild, grandchild or foster child, grandparent, parent, brother, sister, niece, nephew, aunt or uncle of employee, and in-laws of employee limited to spouse of child, spouse's grandparent, parent, brother, and sister or other relatives residing in the employee's household.

   Other perceived emergencies or leave in excess of (5) days shall be taken as leave without pay.

d. For the purposes of medical, dental or optical appointments if arranged in advance with the appropriate dean.

e. For temporary disability resulting from pregnancy.

8. **Reporting.** Employees shall report illness or disability to the division coordinator or his/her immediate supervisor at the beginning of any period of leave, and daily thereafter unless prearranged. Upon returning to work, the employee may be required by the division coordinator or the immediate supervisor to submit a written statement explaining the nature of the disability. A physician's certificate of illness or injury satisfactory to the employing official or his/her designee may be required for approval of sick leave in excess of three (3) days.

9. **Sick Leave Remuneration.** (Compensable Sick Leave)

a. **Accrual.** Compensable sick leave shall accumulate according to state policy.

b. **Remuneration.** Pursuant to applicable statute, eligible employees may elect to receive monetary compensation for annually accrued compensable sick leave as follows:

1. In January of the year following any year in which a minimum of sixty (60) days of compensable sick leave is accrued, and each January thereafter, any eligible employee may elect to receive remuneration for unused compensable sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accumulated compensable sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from sick leave accruals at the rate of four (4) days for every one (1) day's monetary compensation.

   Monetary compensation for up to twelve (12) days of compensable sick leave shall be paid at the rate of one (1) day of compensation for four (4) days of compensable sick leave and shall be based upon the employee's then current average daily salary for eligible employees contracted for a specified number of days.

2. At the time of separation from state service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of all accrued compensable sick leave.

   For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.

c. **Use of Sick Leave.** The first twelve (12) days, or any part thereof, of sick leave used in any calendar year will be deducted from the sick leave compensation account credit for that year, and the balance of any sick leave taken in excess of the annual compensable days shall be deducted from remaining sick leave credited to the employee, first from the non-compensable amount and the remaining from the prior years' compensable accumulation.

d. **Exclusions.**

1. Compensation for unused sick leave shall not be included for the purpose of computing retirement allowances under any public retirement system of the State of Washington; therefore, no contributions are to be made to the retirement system for payments.

2. An employee who separates from Community College District No. 20 for any other reason than retirement or death shall not be paid for accrued sick leave.

3. Should the legislature of the State of Washington revoke any benefits granted under Chapter 150, laws of 1979 and RCW 41.04.030, together with any amendments thereto, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

B. **Jury Duty Leave.** Leave of absence for jury duty, to serve as a witness at trials, or to exercise other civil duties may be granted an employee. In such cases, a salary adjustment shall be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so that there is neither a financial gain nor loss to the employee.

C. **Government Service Leave.** Leaves of absence will be granted to employees for military purposes and for service in such federally sponsored organizations as the Peace Corps and VISTA. Applicable benefits under this Agreement will accrue to leaves granted for such purposes, provided that the person granted such leave will indicate his/her desire to return to his/her institution within ninety (90) days of his/her severance from the above service.

D. **Accident Leave.** Employees suffering illness or injury which is compensable under industrial insurance provisions, shall receive full sick leave payments, less any industrial insurance payments received by the employee in compensation for the time loss resulting from the period of leave, unless he/she chooses to receive only industrial insurance payments.

Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the agency may pay full sick leave, provided that the employee shall return any subsequent overpayment to his/her agency.

Sick leave days charged to an employee with a worker's compensation claim shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.

An employee who sustains an industrial injury, accident or illness, arising from employment by an agency under the jurisdiction of this board, shall upon written request and proof of continuing disability be granted leave of absence without pay for up to six (6) months without loss of lay-off seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of lay-off seniority or change in annual increment date may be granted at the option of the employing agency.

E. **Maternity Leave.** A woman requesting maternity leave shall be granted leave for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Accrued and accumulated sick leave may be used during the temporary disability resulting from pregnancy.

F. **Leave of Absence.** Leave of absence may be granted for all or part of an instructional year to contracted employees. Such leave is without pay, but previously accrued benefits will be retained. Application for leave of absence will be made through the division coordinator and the instructional dean to the College President.

At the conclusion of such an approved leave, the District agrees to rehire the recipient and to place him/her in the same or similar position and at a salary no less than the one he received when he departed on leave, provided that the recipient has confirmed his intent to return, at least sixty (60) days prior to the expiration of his leave.

Employees who meet eligibility requirements at the time when granted an official leave of absence without pay:

1. Will retain membership in appropriate retirement programs; however, tax deferred annuities will be suspended during leave.
2. May retain college fringe benefits by paying applicable contributions in full. In such cases, employees must prepare checks payable to the carrier and submit to the Walla Walla Community College payroll office in accordance with a timetable worked out by the payroll office. Contributions will be forwarded with the district group payments. Excluded is salary continuation insurance, which will be suspended until the employee returns to the active payroll.

G. **Replacements for Personnel on Leave.** Depending on the length of the leave for an employee, it may be necessary to hire either a substitute (for periods of less than thirty (30) days) or a replacement (for periods of thirty (30) days or more). In either case, the new employee should be informed of the estimated length of his assignment and the temporary employment category; i.e. "substitute" or "replacement" in which he/she is working. In all cases, it will be understood prior to beginning of employment that a regular full-time employee will be returning to that position.

H. **Personal Leave.** One (1) day leave per year for purposes of a personal nature (two (2) days per year for faculty assigned to the Washington State Penitentiary) shall be granted provided such leave is arranged in advance with the Dean of Instruction. Such leave is non-accumulative and separate from sick leave.

I. **Sabbatical Leave.**

1. **Purpose.** The purpose of sabbatical leave is to benefit the college and its students by providing academic employees with the opportunity to engage in activities leading to professional growth and revitalization. Such leave would allow eligible employees an extended period of time free from normal contractual obligations in order to pursue legitimate professional goals. This purpose is consistent with the provisions of RCW 28B.10.650 as now exist or hereafter amended and with this college's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities.

2. **Eligibility.** Sabbatical leave may be granted for one, two, or three consecutive quarters after completion of six (6) years of full-time contractual service as an academic employee of Walla Walla Community College. Employees awarded three quarters of sabbatical leave will be eligible for additional award after a second six (6) year period of full-time employment. Employees who are awarded leaves of less than three quarters retain their remaining entitlement and will qualify for additional entitlement at the rate of one quarter for each two-year period of full-time employment, not to exceed three quarters of entitlement.

3. **Approval.** All sabbatical leaves require the approval of the Board of Trustees. The number of sabbatical leaves approved by the Board shall not exceed five percent (5%) of the full-time contracted faculty, provided the number of leaves given does not exceed four percent (4%) of the full-time-equivalent faculty. The number of leaves granted shall be subject to budget restraints.

4. **Compensation.** Faculty are encouraged to seek outside funding support for their sabbaticals. Compensation from the college during sabbatical leave shall be computed on the basis of the recipient's 176-day contractual salary for the year in which the leave is taken. The following rates apply:
   a. 85% for one-quarter leave.
   b. 75% for two-quarter leave.
   c. 70% for three-quarter leave.

   Sabbatical leave salary from the college may be negotiated if outside funding plus sabbatical leave pay from the college exceed 115% of the recipient's full-time contractual salary for the period of the leave. In all cases remuneration will be in compliance with RCW 28B.10.650.

5. **Procedure.**

   a. An application for sabbatical leave, which will include reasons for requesting the leave and a detailed sabbatical leave plan must be submitted to the Professional Development Committee by January 15 of the school year prior to taking leave. The Professional Development Committee will report its recommendations to the President by March 1. The President may recommend candidates for sabbatical leave awards to the Board of Trustees after he has given reasonable considerations to the recommendations of the Professional Development Committee. The President will submit his recommendations at the Board's regular March meeting, at which time the board will taken action on those recommendations. The awarding of sabbatical leave grants are not grievable under any grievance procedures included in the contract between the faculty collective bargaining unit and the college's Board of Trustees.

   b. Sabbatical leave shall be awarded according to the following criteria:

      1. The value of the proposed activity to the enhancement of the instructional program of WWCC.
      2. The value of the proposed activity to the professional growth and development of the applicant.
      3. The past contribution of the applicant (years of service, range of service) to WWCC.

   c. Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements will be established by the Professional Development Committee.

d. In the event that the number of applicants exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should an employee not accept a sabbatical leave grant.

6. **Leave Contract.** When the Board of Trustees grants a sabbatical leave, the recipient shall sign a contract with the college specifying:
   a. The length of sabbatical leave.
   b. The amount of sabbatical payment.
   c. A commitment to perform according to the approved sabbatical leave plan.
   d. That the recipient will return to employment at the College for at least one (1) full academic year following the leave.
   e. That the recipient, upon return, will submit a written report to the President summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in teaching assignments. A report of completed professional development activity must also be submitted to the Professional Development Committee.
   f. Non-compliance with terms of the leave contract will be dealt with according to RCW 28B.10.650.
7. **Employee Rights.** The time spent on sabbatical leave shall be recognized as equivalent to time spent as a full-time academic employee of the college, excepting sabbatical leave entitlement. On request of the employee, the college will provide a planned assignment at least one quarter in advance of the assignment.

   Time lines may vary with the mutual consent of the Association and the District.

Article XI—Grievance Procedure

Section 1. A grievance is hereby defined as a complaint by employee(s) or the Association regarding the interpretation or application of the terms of this Agreement by the Employer. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, in accordance with Step One below, as long as the adjustment is not inconsistent with the terms of this Agreement. Such grievances shall be handled in the following manner:

Step One

The grievant and the Association representatives, if requested by the grievant, may orally present the alleged grievance to the appropriate dean. Resolution, if any, shall be reduced to writing and a copy forwarded to the Association and the President.

If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The appropriate dean shall be given the written and dated original grievance. The dean shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step Two

If no resolution is reached at Step One, the written grievance may be submitted to the District President or designated representative, provided it is filed with the District President or his/her designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this step. The District President or his/her designated representative shall send his/her written answer to the Association within five (5) working days. Such answer shall be deemed to be the position of the Employer.

Step Three

If no resolution is reached at Step Two, the Association may at its sole discretion within five (5) working days after the date of the Step Two answer request by written notice to the District President that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within thirty (30) working days after the grievant becomes aware of the facts on which the grievance is based shall be waived for all purposes. Other time limits may be extended by written mutual agreement of the parties. Working day, as used in this article, shall mean any day the College is open to the public but shall exclude Saturdays, Sundays, and official holidays.

Section 3. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.

Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Article.

Section 4. Jurisdiction of the arbitrator is limited to:

A. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration.

B. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify or amend any terms or conditions of this Agreement.

C. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties.

D. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

E. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.

Section 6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the Association for information needed for processing of any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with the minimal interference with instructional duties. Employees directly participating in such hearings shall suffer no loss of pay.

Article XII—Salary Schedule

Section 1. Full-time Salary Schedule

A. Base (1.0000) equals $18,848.

STEP	LANE 1 Less than MA Less than 5 Yr. VC	LANE 2 MA or 5 Yr. VC	LANE 3 MA or 5 Yr. VC + 15 PIU	LANE 4 MA or 5 Yr. VC + 30 PIU	LANE 5 MA or 5 Yr. VC + 45 PIU	LANE 6 MA or 5 Yr. VC + 60 PIU	LANE 7 MA or 5 Yr. VC + 75 PIU*	LANE 8 MA or 5 Yr. VC + 90 PIU*
0	1.0000	1.0349	1.0698	1.1047	1.1396	1.1745	1.2094	1.2443
1	1.0317	1.0666	1.1015	1.1364	1.1713	1.2062	1.2411	1.2760
2	1.0634	1.0983	1.1332	1.1681	1.2030	1.2379	1.2728	1.3077
3	1.0951	1.1300	1.1649	1.1998	1.2347	1.2696	1.3095	1.3394
4	1.1268	1.1617	1.1966	1.2315	1.2664	1.3013	1.3362	1.3711
5	1.1585	1.1934	1.2283	1.2632	1.2981	1.3300	1.3679	1.4028
6	1.1902	1.2251	1.2600	1.2949	1.3298	1.3647	1.3996	1.4345
7	1.2219	1.2568	1.2917	1.3266	1.3615	1.3964	1.4313	1.4662
8	1.2536	1.2885	1.3234	1.3583	1.3932	1.4281	1.4630	1.4979
9	1.2853	1.3202	1.3551	1.3900	1.4249	1.4598	1.4947	1.5296
10	1.3170	1.3519	1.3868	1.4217	1.4566	1.4915	1.5264	1.5613
11	1.3487	1.3836	1.4185	1.4534	1.4883	1.5232	1.5581	1.5930
12	1.3804	1.4153	1.4502	1.4851	1.5200	1.5549	1.5898	1.6247
13		1.4470	1.4819	1.5168	1.5517	1.5866	1.6215	1.6564
14		1.4787	1.5136	1.5485	1.5834	1.6183	1.6532	1.6881
15			1.5453	1.5802	1.6151	1.6500	1.6849	1.7198
16					1.6468	1.6817	1.7166	1.7515

*Stipend for Earned Doctorate = .0349 of base

Section 2. New employees shall be placed on the appropriate lane and shall receive step credit on the basis of one-for-one teaching experience and two-for-one work experience. Part-time teaching experience at Walla Walla Community College and other accredited colleges and universities will be prorated for salary placement purposes. Military experience will be credited in the same manner as other experience when it is documented as being relevant to the employee's professional field. Any military service which interrupted a teaching career may be included up to a limit of four years. The Association will be informed of all new placements. In the event exceptional placements are required for competitive purposes, the Association will be consulted before a final placement decision is made.

Section 3. Advancement on the salary schedule is contingent upon receiving a satisfactory performance evaluation.

Section 4. Hourly Faculty Salary Schedule

		Rate
I.	Total Lecture Course	$20.70
II.	Lecture/Lab but predominantly lecture	19.21
III.	Lecture/Lab but predominantly lab and systems lab supervisors	17.46
IV.	Total lab or activity courses	16.58
V.	Clinical courses with intermittent supervision	14.83
VI.	Professional non-teaching and teacher assistant in instructional or systems lab	12.88

Section 5. Salary Increase Provisions

A. All funds appropriated by the Washington State Legislature for faculty salaries during the term of this Contract shall be applied to the salary schedule and its provisions contained in this Article. Parties shall meet within 30 days of effective date to apply such funds.

B. In the event the Washington State Legislature renews and/or enacts new legislation which allows WWCC the opportunity to improve faculty salaries from other college funds, then the parties shall commence negotiations within thirty (30) days of effective date.

Section 6. All commitments in regard to compensation and economic fringe benefits which are required by this Agreement including the salary schedule, Section 1, are contingent upon legislative authorization.

Article XIII—Uninterrupted Instructional Activities

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Contract and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Contract.

Article XIV—Duration

This contract shall remain in full force and effect from July 1, 1987 to and including June 30, 1989. Either party may, upon written notice to the other party, give notice of its intent to negotiate salaries in accordance with **Article XII—Salary Schedule, Section 6, Salary Increase Provisions**, during each year of the Contract. All Articles and Sections of the Contract shall remain in full force and effect until the parties mutually agree to modify said Contract.

Signed this 1 day of June, 1987 at Walla Walla, Washington.

Jon Hutton
For the Association

Steven L. VanAusdle
For the Employer

Appendix

Appendix A

Walla Walla Community College
Instructor/Counselor/Librarian Performance Evaluation Report

YEAR _____ DATE _____

NAME _____

SUBJECT FIELD _____

RATINGS S - Satisfactory performance. The person has met the performance expectations for this standard and has contributed to the learning environment of the college.

I - Improvement required. The person has failed to meet one or more of the significant performance expectations of this standard.

N - Not observed or not applicable.

Comments on exemplary activities and/or suggestions for improvement should be made on the reverse of this form or a sheet attached to this form. *All "I" evaluations require written comments and explicit suggestions for improvement.*

EVALUATE THE PERSON IN COMPARISON WITH OTHERS:

SKILLS: Rating

1. Demonstrates competence in assigned areas ..... _____
2. Gives clear explanations, assignments and directions and maintains an appropriate learning or counseling atmosphere ..... _____
3. Uses planning guides and planning objectives ..... _____
4. Evaluates individual student's progress regularly if appropriate, maintains appropriate records, and keeps students informed of their progress ..... _____
5. Makes effective use of instructional equipment, materials, and resource personnel .... _____
6. Presentation of lecture and/or material is clear, holds the attention and interest of the group and is appropriate to the audience ..... _____

RELATIONSHIP WITH STUDENTS:

1. Shows respect for, and interest in students. Is consistent and fair in dealing with students and makes provision for differences in ability among students ..... _____
2. Is available to students and willing to provide individual assistance ..... _____

RELATIONSHIP TO ADMINISTRATION, FACULTY AND STAFF:

1. Works harmoniously and effectively with administration, faculty and staff ..... _____
2. Offers to share professional knowledge and techniques ..... _____
3. Reacts positively to constructive suggestions from administration and/or faculty and staff ..... _____
4. Is able to accomplish routine work in a timely manner ..... _____

PROFESSIONAL CHARACTERISTICS:

1. Stays current with the field of knowledge ..... _____
2. Uses professional discretion and tact in communications concerning school or staff ... _____

NARRATIVE: (to be completed for exemplary activities. Must be completed if an "I" evaluation is given)

Evaluator's Name	Evaluator's Title	Signature/Date

Employee's Comments:

This evaluation was discussed with me on the date noted above. I understand that my signature attests only that a conference was held. It does not necessarily indicate that I agree with the evaluation.

Employee's Signature _____ Date _____

Appendix B

Employment Condition 1. Employment is September to June.

Option 1-1. Contract is divided into twenty (20) equal amounts and paid 1/20th semimonthly, September through June.

Option 1-2. Contract is divided into twenty-four (24) equal amounts and paid 1/24th semimonthly, September through May and a balloon payment of 6/24th in June.

Employment Condition 2. Employment is July through June with a month off.

Option 2-1. The Contract is divided into twenty-four (24) equal amounts and paid semimonthly, July through June.

Employment Condition 3. Employment is mid-August to June.

Option 3-1. Semimonthly amounts encompassing August start date will be established between the employee and payroll personnel in cooperation with appropriate administrative approval.

In the event of a mid-year termination, and prior to final payment because of such termination, the appropriate dean and the Business Office will determine actual Contract days worked and compute the *earned* compensation based on the daily rate for that employee. This computed amount will be compared to actual total salary payments and an appropriate adjustment made to the final payment. If the employee has been overpaid, the overpayment amount will be reimbursed to the College by the employee.

Appendix C

4.92.130 Tortious conduct of state——Tort claims revolving fund created——Purpose. A tort claims revolving fund in the custody of the treasurer is hereby created to be used solely and exclusively for the payment of claims against the state arising out of tortious conduct and against its officers and employees for whom the defense of the claim was authorized under RCW 4.92.070. No money shall be paid from the tort claims revolving fund unless all proceeds available to the claimant from any valid and collectible liability insurance shall have been exhausted and unless:

(1) The claim shall have been reduced to final judgment in a court of competent jurisdiction; or

(2) The claim has been approved for payment in accordance with RCW 4.92.140 as herein or hereafter amended. [1975 1st ex.s. c 126 § 3; 1969 c 140§ 1; 1963 c 159 § 7.]

Severability——1969 c 140: "If any provision of this act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [1969 c 140 § 5.] This applies to RCW 4.92.130, 4.92.131, 4.92.160 and 4.92.170.

Actions against regents, trustees, etc., of institutions of higher education or educational boards, payments of obligations from fund: RCW 28B.10.842.

4.92.131 Tortious conduct of state——Funds transferred——Account abolished. All funds remaining in the tort claims account on March 25, 1969 are hereby transferred to the tort claims revolving fund, and the tort claims account created by section 7, chapter 159, Laws of 1963 and chapter 4.92 RCW is hereby abolished. [1969 c 140§ 4.]

Severability——1969 c 140: See note following RCW 4.92.130.

4.92.140 Compromise and settlement of claims by head, governing body or designee of agency or department. The head or governing body of any agency or department of state government or the designee of any such agency, with the approval of the attorney general, may consider, ascertain, adjust, determine, compromise, and settle any claim arising out of tortious conduct or under and pursuant to 42 U.S.C. Sec. 1981 et seq. for which the state of Washington or any of its officers or employees would be liable in law for money damages of ten thousand dollars or less. The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant; and upon the state of Washington, unless procured by fraud, and shall constitute a complete release of any claim against the state of Washington or its affected officer or employee. A request for administrative settlement shall not preclude a claimant from filing a court action pending administrative determination, limit the amount recoverable in such a suit, or constitute an admission against interest of either the claimant or the state. [1979 ex.s. c 144 § 1; 1975 1st ex.s. c 126 § 4; 1963 c 159 §8.]

4.92.150 Compromise and settlement of claims by attorney general. After commencement of an action in a court of competent jurisdiction upon a claim against the state, or any of its officers or employees arising out of tortious conduct or pursuant to 42 U.S.C. Sec. 1981 et seq., or upon petition by the state, the attorney general, with the approval of the court, following such testimony as the court may require, may compromise and settle the same and stipulate for judgment against the state, the affected officer or employee. [1979 ex.s. c 144 § 2; 1975 1st ex.s. c 126 § 5; 1963 c 159 § 9.]

4.92.160 Payment of claims and judgments. Payment of claims and judgments arising out of tortious conduct or pursuant to 42 U.S.C. Sec. 1981 et seq. shall not be made by any agency or department of state government with the exception of the director of financial management, and he shall authorize and direct the payment of moneys only from the tort claims revolving fund whenever:

(1) The head or governing body of any agency or department of state or the designee of any such agency certifies to him that a claim has been settled under authority of RCW 4.92.140 as herein or hereafter amended; or

(2) The clerk of court has made and forwarded a certified copy of a final judgment in a court of competent jurisdiction and the attorney general certifies that the judgment is final and was entered in an action on a claim arising out of tortious conduct or under and pursuant to 42 U.S.C. Sec. 1981 et seq. Payment of a judgment shall be made to the clerk of the court for the benefit of the judgment creditors. Upon receipt of payment, the clerk shall satisfy the

judgment against the state. [1979 ex.s. c 144 § 3; 1979 c 151 § 5; 1975 1st ex.s.c 126 § 6; 1969 c 140 § 2; 1963 c 159 § 10.]

Severability——1969 c 140: See note following RCW 4.92.130.
Duty of clerk to forward copy of judgment: RCW 4.92.040.

4.92.170 Payments charged to agencies and departments——Apportionments——Reimbursement of tort claims revolving fund——Reports——Insurance. Liability for and payment of claims arising out of tortious conduct or under and pursuant to 42 U.S.C. Sec. 1981 et seq. is declared to be a proper charge as part of the normal cost of operating the various agencies and departments of state government whose operations and activities give rise to the liability and a lawful charge against moneys appropriated or available to such agencies and departments.

Within any agency or department the charge shall be apportioned among such appropriated and other available moneys in the same proportion that the moneys finance the activity causing liability. Whenever the operations and activities of more than one agency or department combine to give rise to a single liability, the director of financial management shall determine the comparative responsibility of each agency or department for the liability.

State agencies shall make reimbursement to the tort claims revolving fund for any payment made from it for the benefit of such agencies. The director of financial management is authorized and directed to transfer or order the transfer to the revolving fund, from moneys available or appropriated to such agencies, that sum of money which is a proper charge against them. Such amounts may be expended for the purposes for which the tort claims revolving fund was created by RCW 4.92.130 as herein or hereafter amended without further or additional appropriation: *Provided,* That in any case where reimbursement would seriously disrupt or prevent substantial performance of the operations or activities of the state agency, the director of financial management may relieve the agency of all or a portion of the obligation to make reimbursement.

The director of financial management shall report on request to the legislature on the status of the tort claims revolving fund, all payments made therefrom, all reimbursements made thereto, and the identity of agencies and departments of state government whose operations and activities give rise to liability, including those agencies and departments over which he does not have authority to revise allotments under chapter 43.88 RCW.

The director of financial management may authorize agencies, in accordance with chapter 41.05 RCW to the extent that it is applicable, to purchase insurance to protect and hold personally harmless any officer or employee of the state, or any classes of such officers or employees or for other persons performing services for the state, whether by contract or otherwise, from any action, claim, or proceeding for damages arising out of the performance of duties for, employment with, or the performance of services on behalf of the state and to hold him harmless from any expenses connected with the defense, settlement or monetary judgment from such actions.

The director of financial management shall adopt rules and regulations governing the procedures to be followed in making payment from the tort claims revolving fund, in reimbursing the revolving fund and in relieving an agency of its obligation to reimburse. [1979 c 151 § 6; 1977 ex.s c 288 § 2; 1977 c 75 § 3; 1975 1st ex.s. c 126 § 7; 1969 c 140 § 3; 1963 c 159 § 11.]

Severability——1969 c 140: See note following RCW 4.92.130.

28A.58.455 Adverse change in contract status of certified employee, including nonrenewal of contract——Hearings——Procedure. (4) In the event that an employee requests a hearing pursuant to RCW 28A.58.450 or 28A.67.070, as now or hereafter amended, a hearing officer shall be appointed in the following manner: Within ten days following the receipt of any such request the board of directors of the district or its designee and the employee shall each appoint one nominee, each of whom shall be a member in good standing of the Washington state bar association. Within five days following the appointment of such nominees they shall jointly appoint a hearing officer who shall be a member in good standing of the Washington state bar association. Should said nominees fail to agree as to who should be appointed as the hearing officer, either the board of directors or the employee, upon appropriate notice to the other party, may apply to the presiding judge of the superior court for the county in which the district is located for the appointment of such hearing officer, whereupon such presiding judge shall have the duty to appoint a hearing officer who shall be a member in good standing of the Washington

state bar association and who shall, in the judgment of such presiding judge, be qualified to fairly and impartially discharge his or her duties. Nothing herein shall preclude the board of directors and the employee from stipulating as to the identity of the hearing officer in which event the foregoing procedures for the selection of the hearing officer shall be inapplicable. The district shall pay all fees and expenses of any hearing officer selected pursuant to this subsection.

28B.10.842 Actions against regents, trustees, officers, employees, or agents of institutions of higher education or educational boards——Defense——Costs——Payment of obligations from fund. Whenever any action, claim, or proceeding is instituted against any regent, trustee, officer, employee, or agent of an institution of higher education or member of the governing body, officer, employee, or agent of an educational board arising out of the performance or failure of performance of duties for, or employment with such institution or educational board, the board of regents or board of trustees of the institution or governing body of the educational board may grant a request by such person that the attorney general be authorized to defend said claim, suit, or proceeding, and the costs of defense of such action shall be paid from the appropriation made for the support of the institution or educational board to which said person is attached. If a majority of the members of a board of regents or trustees or educational board is or would be personally affected by such findings and determination, or is otherwise unable to reach any decision on the matter, the attorney general is authorized to grant a request. When a request for defense has been authorized, then any obligation for payment arising from such action, claim, or proceedings shall be paid from the tort claims revolving fund, notwithstanding the nature of the claim, pursuant to the provisions of RCW 4.92.130 through 4.92.170, as now or hereafter amended: *Provided,* That this section shall not apply unless the authorizing body has made a finding and determination by resolution that such regent, trustee, member of the educational board, officer, employee, or agent was acting in good faith. [1975 c 40 § 4; 1972 ex.s. c 23 § 2.]

Liability coverage of university personnel and students; RCW 28B.20-.250 through 28B.20.555.

28B.19.110 Contested cases——Informal procedure——Formal hearing, when——Request for——Conduct. (1) The informal procedures heretofore established or hereafter promulgated by rule by institutions of higher education for the disposition of contested cases, may be utilized by institutions, where authorized by the governing boards of the institutions.

(2) Any person who is charged with an offense potentially punishable by suspension, or termination of his relationship with the institution and (a) who elects to waive the opportunity for an informal hearing, or (b) who by his conduct in the judgment of the hearing officer or board makes it impossible to conduct an informal hearing, or (c) who deems himself aggrieved by the disposition of any contested case following an informal proceeding undertaken pursuant to subsection (1) above, may have charges against him adjudicated in a formal hearing pursuant to RCW 28B.19.120: *Provided,* That any request for a formal hearing is directed to the president of the institution or his designee (i) within ten days after notification of the time and place of an informal hearing, or (ii) within five days after communication of the hearing officer or board chairman ruling that it is impossible to conduct an informal hearing for whatever reason, or (iii) within ten days after conclusion of the informal proceeding and notice of the final decision to the party charged with an offense.

(3) Formal procedures established or hereafter promulgated by rule by institutions of higher education for the disposition of contested cases may be utilized by such institutions where authorized by the governing board.

(4) Where a formal hearing is conducted following conclusion or termination of an informal hearing authorized by subsection (1) above, the formal hearing shall be conducted as if the informal hearing had not commenced or taken place. [1973 1st ex.s. c 46 § 5; 1971 ex.s. c 57 § 11.]

Severability——1973 1st ex.s. c 46: See note following RCW 28B.10.704.

Severability——Effective dates——1971 ex.s. c 57: See notes following RCW 28B.19.010.

Classification as resident or nonresident student——Standards for determining classification——Cut-off date for application change: RCW 28B.14.013.

28B.19.120 Contested cases——Informal procedures——Formal hearings——Notice——Conduct——Record——Scope. (Effective July 1, 1982.) (1) In

any contested case where informal procedures authorized by RCW 28B.19.110(1) are not used and where the formal procedures are invoked because of necessity or request in accordance with RCW 28B.19.110(2), or by institutional rule in accordance with RCW 28B.19.110(3), as in section 6, chapter 46, Laws of 1973 1st ex. sess. amended, all parties shall be afforded an opportunity for hearing after not less than ten days' notice. The notice shall include:

(a) A statement of the time, place, and nature of the proceeding;

(b) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(c) A reference to the particular rules of the institution involved;

(d) A short and plain statement of the matters asserted. If the institution or other party is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter upon request a more definite and detailed statement shall be furnished.

(2) Hearings may be held or conducted by any officer or committee authorized by the president of any institution of higher education or administrative law judges appointed under chapter 34.12 RCW. The administrative law judge or committee shall determine whether the hearing shall be open to the educational community in which it takes place, or whether particular persons should be permitted in attendance or excluded from attendance.

(3) Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved, and to examine and cross-examine witnesses.

(4) Statements, testimony, and all other evidence given at an informal proceeding authorized pursuant to RCW 28B.19.110(1) shall be confidential and shall not be subject to discovery or released to anyone, including the officer or committee conducting a formal hearing or the parties involved, or used for impeachment purposes, without permission of the person who divulged the information.

(5) Unless precluded by law, informal disposition may also be made of any contested case by stipulation, agreed settlement, consent order, or default, or other established informal procedure.

(6) The record in a contested case shall include:

(a) All documents, motions, and intermediate rulings;

(b) Evidence received or considered;

(c) A statement of matters officially noticed;

(d) Questions and offers of proof, objections, and rulings thereon;

(e) Proposed findings and exceptions; and

(f) Any decision, opinion, or report by the officer or committee chairman presiding at the hearing.

(7) Oral proceedings shall be transcribed if necessary for the purposes of rehearing, or court review. A copy of the record or any part thereof shall be transcribed and furnished to any party to the hearing upon request therefor and payment of the costs thereof.

(8) Findings of fact shall be based exclusively on the evidence and on matters officially noticed.

(9) Each institution shall adopt appropriate rules of procedure for notice and hearing informal contested cases.

(10) Institutions, or their authorized officer, administrative law judge, or committee, may:

(a) Administer oaths and affirmations, examine witnesses, and receive evidence, and no person may be compelled to divulge information which he could not be compelled to divulge in a court of law;

(b) Issue subpoenas;

(c) Take or cause depositions to be taken pursuant to rules promulgated by the institution, and no person may be compelled to divulge information which he could not be compelled to divulge by deposition in connection with a court proceeding;

(d) Regulate the course of the hearing;

(e) Hold conferences for the settlement or simplification of the issues by consent of the parties;

(f) Dispose of procedural requests or similar matters;

(g) Make decisions or proposals for decisions; and

(h) Take any other action authorized by rule consistent with this chapter. [1981 c 67 § 26; 1973 1st ex.s. c 46 § 6; 1971 ex.s. c 57 § 12.]

Reviser's note: Reference to section 6, chapter 46, Laws of 1973 1st ex. sess. in first paragraph is in apparent error and a result of amendment to House Bill 234 which struck section 3 of the bill but did not change internal reference in this section, section 6, to reflect deletion of section 3.

Effective date——Severability——1981 c 67: See notes following RCW 34.12.010.

Severability——1973 1st ex.s. c 46: See note following RCW 28B.10.704.

Severability——Effective date——1971 ex.s. c 57: See notes following RCW 28B.10.010.

28B.19.130 Contested cases——Subpoena power——Witness fees and expenses. (1) In any contested case institutions of higher education and their officers or agents conducting hearings:

(a) Shall issue a subpoena upon the request of any party and, to the extent required by institution rule, upon a statement showing general relevance and reasonable scope of the evidence sought; and

(b) May issue a subpoena upon their own motion.

(2) The subpoena powers created by this section shall be state-wide in effect.

(3) Fees and allowances, and the cost of producing records required to be produced by institution subpoena, shall be paid by the party requesting the issuance of the subpoena.

(4) If an individual fails to obey a subpoena, or obeys a subpoena but refuses to testify when requested concerning any matter under examination or investigation at the hearing, the institution issuing the subpoena may petition the superior court of the county where the hearing is being conducted for enforcement of the subpoena. The petition shall be accompanied by a copy of the subpoena and proof of service, and shall set forth in what specific manner the subpoena has not been complied with, and shall ask an order of the court to compel the witness to appear and testify before the hearing body. The court upon such petition shall enter an order directing the witness to appear before the court at a time and place to be fixed in such order and then and there to show cause why he has not responded to the subpoena or has refused to testify. A copy of the order shall be served upon the witness. If it appears to the court that the subpoena was properly issued and that the particular questions which the witness refuses to answer are reasonable and relevant, the court shall enter an order that the witness appear at the time and place fixed in the order and testify or produce the required papers, and a failing to obey said order the witness shall be dealt with as for contempt of court. The court may, in its discretion, require an institution or party to pay fees and allowances for witnesses in the same manner and under the same conditions as provided for witnesses in the courts of this state by chapter 2.40 RCW and RCW 5.56.010, as now or hereafter amended. [1971 ex.s. c 57 § 13.]

28B.19.140 Contested cases——Restrictions upon hearing officer or committee. Except upon notice and opportunity for all parties to be present or to the extent required for the disposition of ex parte matters as authorized by law, no institution officer or committee conducting a hearing in a contested case or preparing a decision, or proposal for decision, shall consult with any person or party on any issue of fact or law in the proceeding, except that in analyzing and appraising the record for decision any hearing officer or committee may (1) consult with officials of the institution making the decision appealed from, (2) have the aid and advice of one or more personal assistants, (3) have the assistance of other employees of the institution who have not participated in the proceeding in any manner and who are not engaged for the institution in any investigative functions in the same or any current factually related case and who are not engaged for the institution in any prosecutory functions. [1971 ex.s. c 57 § 14.]

28B.19.150 Contested cases——Appeal from final decision in formal proceeding. (1) Any party, including the institution involved, aggrieved by a final decision in a contested case where formal proceeding has been utilized, whether such decision is affirmative or negative in form, is entitled to judicial review thereof only under the provisions of this chapter, and such party may not use any other procedure to obtain judicial review of a final decision, even though another procedure is provided elsewhere by a special statute or a statute of general application. Where the institution's rules provide a procedure for rehearing or reconsideration, and that procedure has been invoked, the decision shall not be final until action has been taken thereon.

(2) Proceedings for review under this chapter shall be instituted by filing a petition in the superior court in the county wherein the primary office of the institution involved is located. All petitions shall be filed, together with an appropriate cost bond securing payment of costs necessary to prepare the record, within thirty days after the service of the final decision by the institution. Copies of the petition shall be served upon the institution or related board and all other parties of record.

(3) The filing of the petition shall not stay enforcement of the decision being appealed. Where other statutes provide for stay or supersedeas of a decision, it may be stayed by the institution or the reviewing court only as provided therein; otherwise

the institution may do so, or the reviewing court may order a stay upon such terms as it deems proper.

(4) Within thirty days after service of the petition, or within such further time as the court may allow, the institution shall transmit to the reviewing court the original or a certified copy of the entire record of the proceeding under review; but, by stipulation of all parties to the review proceedings, the record may be shortened. Any party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional costs. The court may require a [or] permit subsequent corrections or additions to the record when deemed desirable.

(5) The review shall be conducted by the court without a jury and shall be confined to the record, except that in cases of alleged irregularities in procedure before the institution now [not] shown in the record, testimony thereon may be taken in the court. The court shall, upon request, hear oral argument and receive written briefs.

(6) The court may affirm the decision appealed from, or remand the case for further proceedings; or it may reverse the decision if the substantial rights of the petitioners may have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:

(a) In violation of any state or federal constitutional provision; or

(b) In excess of the statutory authority or jurisdiction of the institution; or

(c) Made upon unlawful procedure; or

(d) Affected by other error of law; or

(e) Clearly erroneous in view of the entire record as submitted and the public policy contained in the act of the legislature authorizing the decision or order; or

(f) Arbitrary or capricious. [1971 ex.s. c 57 § 15.]

28B.50.850 Faculty tenure——Purpose. It shall be the purpose of RCW 28B.50.850 through 28B.50.869 to establish a system of faculty tenure which protects the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community colleges. RCW 28B.50.850 through 28B.50.869 shall define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member. [1969 ex.s. c 283 § 32. Formerly RCW 28.85.850.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.851 Faculty tenure——Definitions. As used in RCW 28B.50.850 through 28B.50.869:

(1) "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process;

(2) (a) "Faculty appointment," except as otherwise provided in subsection (2)(b) below, shall mean full time employment as a teacher, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "faculty appointment" shall also mean department heads, division heads and administrators to the extent that such department heads, division heads or administrators have had or do have status as a teacher, counselor, or librarian;

(b) "Faculty appointment" shall not mean special faculty appointment as a teacher, counselor, librarian, or other position as enumerated in subsection (2)(a) of this section, when such employment results from special funds provided to a community college district from federal moneys or other special funds which other funds are designated as "special funds" by the state board for community college education: *Provided,* That such "special funds" so designated by the state board for purposes of this section shall apply only to teachers, counselors and librarians hired from grants and service agreements and teachers, counselors and librarians hired in nonformula positions. A special faculty appointment resulting from such special financing may be terminated upon a reduction or elimination of funding or a reduction or elimination of program: *Provided further,* That a "faculty appointee" holding a faculty appointment pursuant to subsections (1) or (2)(a) who has been subsequently transferred to a position financed from "special funds" pursuant to subsection (2)(b) and who thereafter loses his position upon reduction or elimination of such "special funding" shall be entitled to be returned to his previous status as a faculty appointee pursuant to subsection (1) or (2)(a) depending upon his status prior to the "special funding" transfer. Notwithstanding the fact that tenure shall not be granted to anyone holding a special faculty appointment, the termination of any such faculty appointment prior to the expiration of the term of such faculty member's individual contract for any cause which is not related to elimination or reduction of financing or the elimination or reduction of program shall be con-

sidered a termination for cause subject to the provisions of this chapter;

(3) "Probationary faculty appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment;

(4) "Probationer" shall mean an individual holding a probationary faculty appointment;

(5) "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointing authority;

(6) "Appointing authority" shall mean the board of trustees of a community college district;

(7) "Review committee" shall mean a committee composed of the probationer's faculty peers, a student representative, and the administrative staff of the community college: *Provided,* That the majority of the committee shall consist of the probationer's faculty peers. [1975 1st ex.s. c 112 § 1; 1974 ex.s. c 33 § 1; 1970 ex.s. c 5 § 3; 1969 ex.s. c 283 § 33. Formerly RCW 28.85.851.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.852 Faculty tenure——Rules and regulations ——Award of faculty tenure——Maximum probationary period. The appointing authority shall promulgate rules and regulations implementing RCW 28B.50.850 through 28B.50.869 and shall provide for the award of faculty tenure following a probationary period not to exceed three consecutive regular college years, excluding summer quarter: *Provided,* That tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the review committee. [1969 ex.s. c 283 § 34. Formerly RCW 28.85.852.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.855 Faculty tenure——Written agreement embodying terms of employment furnished faculty. The appointing authority shall provide each faculty member, immediately upon employment, with a written agreement which delineates the terms of employment including all conditions and responsibilities attached thereto. [1969 ex.s. c 283 § 35. Formerly RCW 28.85.855.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.856 Faculty tenure——Evaluation of probationer by review committee——Progress report, acknowledgment of receipt——Recommendation as to tenure. The probationary faculty appointment period shall be one of continuing evaluation of a probationer by a review committee. The evaluation process shall place primary importance upon the probationer's effectiveness in his appointment. The review committee shall periodically advise each probationer, in writing, of his progress during the probationary period and receive the probationer's written acknowledgment thereof. The review committee shall at appropriate times make recommendations to the appointing authority as to whether tenure should or should not be granted to individual probationers: *Provided,* That the final decision to award or withhold tenure shall rest with the appointing authority, after it has given reasonable consideration to the recommendations of the review committee. [1969 ex.s. c 283 § 36. Formerly RCW 28.85.856.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.857 Faculty tenure——Decision not to renew probationary appointment, notice by appointing authority, when. Upon the decision not to renew a probationary faculty appointment, the appointing authority shall notify the probationer of such decision as soon as possible during the regular college year: *Provided,* That such notice may not be given subsequent to the last day of the winter quarter. [1969 ex.s. c 283 § 37. Formerly RCW 28.85.857.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.860 Faculty tenure——Tenure retained upon administrative appointment. A tenured faculty member, upon appointment to an administrative appointment shall be allowed to retain his tenure. [1977 ex.s. c 282 § 7; 1969 ex.s. c 283 § 38. Formerly RCW 28.85.860.]

Severability——1977 ex.s. c 282: See note following RCW 28B.50.870.

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.864 Faculty tenure——Appeal from decision for dismissal——Procedure. Any faculty member dismissed pursuant to RCW 28B.50.850 through 28B.50.869 shall have a right to appeal the final decision of the appointing authority in accordance

with RCW 28B.19.150 as now or hereafter amended. [1973 c 62 § 24; 1969 ex.s. c 283 § 42. Formerly RCW 28.85.864.]

Savings——Severability——1973 c 62: See notes following RCW 28B.10.200.

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.867 Faculty Tenure——Tenure rights upon transfer of employment to another community college. Upon transfer of employment from one community college to another community college within a district, a tenured faculty member shall have the right to retain tenure and the rights accruing thereto which he had in his previous employment: *Provided,* That upon permanent transfer of employment to another community college district a tenured faculty member shall not have the right to retain his tenure or any of the rights accruing thereto. [1969 ex.s. c 283 § 43. Formerly RCW 28.85.867.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.869 Faculty tenure——Review committees, composition——Selection of teaching faculty representatives, student representative. The review committees required by RCW 28B.50.850 through 28B.50.869 shall be composed of members of the administrative staff, a student representative, and the teaching faculty. The representatives of the teaching faculty shall represent a majority of the members on each review committee. The members representing the teaching faculty on each review committee shall be selected by a majority of the teaching faculty and faculty department heads acting in a body. The student representative, who shall be a full time student, shall be chosen by the student association of the particular community college in such manner as the members thereof shall determine. [1974 ex.s. c 33 § 2; 1969 ex.s. c 283 § 45. Formerly RCW 28.85.869.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.870 Faculty tenure——For certain educational programs operated in state correctional institutions. The district board of trustees of any community college district currently operating an educational program with funds provided by another state agency, including federal funds, which program has been in existence for five or more years under the administration of one or more community college districts, shall provide for the award or denial of tenure to anyone who holds a special faculty appointment in such curricular program and for as long as the program continues to be funded in such manner, utilizing the prescribed probationary processes and procedures set forth in this chapter with the exception that no student representative shall be required to serve on the review committee defined in RCW 28B.50.851: *Provided,* That such review processes and procedures shall not be applicable to faculty members whose contracts are renewed after the effective date of this 1977 amendatory act and who have completed at least three consecutive years of satisfactory full time service in such program, who shall be granted tenure by the community college district: *Provided further,* That faculty members who have completed one year or more of satisfactory full time service in such program shall be credited with such service for the purposes of this section: *Provided, further,* That provisions relating to tenure for faculty under the provisions of this section shall be distinct from provisions relating to tenure for other faculty of the community college district and faculty appointed to such special curricular program shall be treated as a separate unit as respects selection, retention, reduction in force or dismissal hereunder: *And provided further,* That the provisions of this section shall only be applicable to faculty holding a special faculty appointment in an educational program operated in a state correctional institution pursuant to a written contract with a community college district. [1977 ex.s. c 282 § 1.]

28B.52.030 Negotiation by representatives of employee organization——Authorized——Subject matter. Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic employees within its community college district, shall have the right, after using established administrative channels, to meet, confer and negotiate with the board of trustees of the community college district or its delegated representative(s) to communicate the considered professional judgment of the academic staff prior to the final adoption by the board of proposed community college district policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary

schedules and noninstructional duties. [1973 1st ex.s. c 205 § 2; 1971 ex.s. c 196 § 3.]

Severability——1973 1st ex.s. c 205: See note following RCW 28B.52.020.

41.04.830 Payroll deductions——Duty of auditing officer. Upon being authorized by any employee or group of employees so to do under the provision of RCW 41.04.020, the auditor or other person authorized to draw warrants against the funds involved is authorized, and if such medical, surgical, and hospital care or either of them, or life insurance or accident and health disability insurance is to be provided on a group basis for groups each of not less than twenty-five individuals such auditor or other person is hereby required, to draw and issue a proper warrant or warrants directly to and in favor of the person, firm, or corporation, or organization named in the authorization for the total amount authorized to be deducted from the payroll of any such office, department, division, or institution. [1953 c 260 § 1; 1947 c 70 § 2; Rem. Supp. 1947 § 9963-11.]

43.88.110 Expenditure programs——Allotments——Reserves. Subdivisions (1) and (2) of this section set forth the expenditure programs and the allotment and reserve procedures to be followed by the executive branch for public funds. Allotments of an appropriation for any fiscal period shall conform to the terms, limits or conditions of the appropriation.

(1) Before the beginning of the fiscal period, all agencies shall submit to the governor a statement of proposed agency expenditures at such times and in such form as may be required by the governor. The statement of proposed expenditures shall show, among other things, the requested allotments of public funds for the ensuing fiscal period for the agency concerned on a monthly basis for the entire fiscal period. The governor shall review the requested allotments in the light of the agency's plan of work and, with the advice of the director of financial management, the governor may revise or alter agency allotments: *Provided,* That revision of allotments shall not be made for agencies headed by elective officials. The aggregate of the allotments for an appropriation shall not exceed the total appropriation.

(2) Except for agencies headed by elective officials, approved allotments may be revised during the course of the fiscal period in accordance with the regulations issued pursuant to this chapter. If at any time during the fiscal period the governor shall ascertain that available revenues for the applicable period will be less than the respective appropriations, the governor shall revise the allotments concerned so as to prevent the making of expenditures in excess of available revenues. To the same end, and with the exception stated in this section for allotments involving agencies headed by elective officials, the governor is authorized to withhold and to assign to, and to remove from, a reserve status any portion of an agency appropriation which in the governor's discretion is not needed for the allotment. No expenditures shall be made from any portion of an appropriation which has been assigned to a reserve status except as provided in this section.

(3) It is expressly provided that all agencies shall be required to maintain accounting records and to report thereon in the manner prescribed in this chapter and under the regulations issued pursuant to this chapter. The director of financial management shall monitor agency expenditures to prevent spending patterns which inflate agency expenditures during the second year of a biennium.

(4) The director of financial management may exempt certain public funds from the allotment controls established under this chapter if it is not practical or necessary to allot the funds. Allotment control exemptions expire at the end of the fiscal biennium for which they are granted. The director of financial management shall report any exemptions granted under this subsection to the legislative fiscal committees. [1981 c 270 § 5; 1979 c 151 § 138; 1975 1st ex.s. c 293 § 6; 1965 c 8 § 43.88.110. Prior: 1959 c 328 § 11.]

Effective date——Severability——1981 c 270: See notes following RCW 43.88.010.

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